

Tenant Fees Act 2019

The Tenant Fees Act 2019 came into force on 1st June 2019. The Act outlines the fees (and limitations) on what landlords and agents can charge tenants in relation to Assured Shorthold tenancy agreements, tenancies of student accommodation and licences to occupy housing in the private sector in England. You can use this [tenancy checker](#) to find out what type of tenancy you have.

What can be charged?

Rent, utility bills, council tax (if applicable) and TV licence	<input checked="" type="checkbox"/>	These are all payments that the landlord/agent can expect you to pay as standard
A refundable holding deposit	<input checked="" type="checkbox"/>	This is a fee that is charged to reserve a property – this must be capped at one weeks' rent
A refundable tenancy deposit	<input checked="" type="checkbox"/>	This is a security deposit that can be used by the Landlord/Agent to safeguard against damage/unpaid rent or bills during the tenancy. Unless your annual rent is in excess of £50,000, the deposit must be capped at 5 weeks' rent
Fees for changes to the tenancy agreement (at tenant's request)	<input checked="" type="checkbox"/>	If the tenancy agreement is changed at the your request, a maximum of £50 (Inc. VAT) per variation can be charged.
Fees to replace a tenant (at tenant's request)	<input checked="" type="checkbox"/>	If the replacement is at your request, £50 (Inc. VAT) can be charged per replacement tenant (or higher if there are additional reasonable costs)
Terminating the tenancy early (at the tenant's request)	<input checked="" type="checkbox"/>	If the tenancy is terminated early at your request, you would be liable to pay the landlords costs for re-letting the property as well as all rent due up until the date the replacement tenancy is put in place. These costs should be no more than the maximum amount of rent outstanding on the tenancy. Please note, the landlord is not obligated to agree to end a tenancy early unless there is a specific clause in the tenancy agreement allowing this.
Late payment of rent fees	<input checked="" type="checkbox"/>	If the rent is more than 14 days in arrears, then an interest at 3% above the Bank of England Base Rate can be applied from the rent due date until paid.
Lost keys/security devices	<input checked="" type="checkbox"/>	You are liable for the actual cost of replacing lost keys/security devices . If the loss results in the need to change the locks, the actual costs incurred for a lock smith, lock and all required replacement keys will be charged to you. If extra costs are incurred then a charge of £15/hr (inc. VAT) can be applied for the time taken to replace.

What can't be charged?

Viewing fees	<input checked="" type="checkbox"/>	You cannot be charged fees for viewing properties – this is considered a standard part of the tenancy process.
Tenancy Set up fees (including admin fees and check-in fees)	<input checked="" type="checkbox"/>	You cannot be charged for time/admin or set up fees. It is the landlord's responsibility to pay for fees associated with the set-up of a tenancy.
Referencing fees /Credit Checks/Guarantor fees	<input checked="" type="checkbox"/>	Again these are considered part of the fee that the landlord should be responsible for as part of the process of setting up a tenancy.
Inventory charges	<input checked="" type="checkbox"/>	You should not be charged for any fees associated with an inventory check. It is not a legal requirement for an inventory check to be taken, but it can be very helpful to have one if at the end of a tenancy there is a dispute over the return of the deposit. If the landlord does not offer an inventory, you may wish to pay for your own inventory check to be carried out.
Right to rent fees	<input checked="" type="checkbox"/>	The landlord/agent must carry out a 'Right to Rent' check but you should not be charged any fees in relation to this check. If a holding fee has been taken and you fail a 'Right to Rent' check the landlord can retain the holding fee.
Saturday moving fees	<input checked="" type="checkbox"/>	You cannot be charged for extra fees for checking-in/out of a property outside usual business hours. However, the landlord/agent should agree to you moving outside of business hours, particularly if they are required to be present at the property. If they offer an alternative time (which is not unreasonable and would not incur a fee) but you still request a weekend/evening check in/out then they may charge you.
Check-out fees/ End of tenancy fees, renewal of agreement	<input checked="" type="checkbox"/>	You cannot be charged for any services related to the termination of your agreement (unless this is as a result of your request to leave the agreement early (see above)

If you are being charged other fees, this is likely to be unlawful and you may be able to take action against your landlord or agent.

When does the new act apply?

This will depend on when you entered into the tenancy agreement. Although the act came into force in June 2019, it is being introduced in stages. It is important to check which of the following categories you fall into so that you can determine if you have been incorrectly charged any fees.

Stage 1:

Any new tenancy agreement entered into on or after 01 June 2019 will be subject to the new fees act and so you cannot be lawfully charged for anything other than what is listed

above. If you entered a tenancy agreement prior to 01 June 2019, your Landlord/agent can still continue to charge fees as listed in any existing tenancy agreement up until 31 May 2020.

Stage 2:

From 01 June 2020 the act will apply to all assured shorthold tenancies, tenancies of student accommodation and licences to occupy housing in the private sector in England. This means that after this date landlords and agents will not be able to charge any fee (apart from the fees allowed as listed in the first table above). This means that even if you entered the tenancy agreement prior to 01 June 2019, after 01 June 2020, the term of your contract requiring that fee will no longer be binding and should not be charged. If you do accidentally pay the fee, you should request this to be returned immediately and it should be returned within 28 days.

What can be done if unlawful fees are charged?

If you believe you are being charged fees that are prohibited under the Tenant Fees Act 2019, you can report the landlord or agent. In the first instance you should contact your local Trading Standards office, or local council authorities. They can determine whether an unlawful fee has been charged and where appropriate can issue financial penalties for breaches of the Tenant Fee Act. You can find details of your local trading standards authority [here](#).

If you have paid an unlawful fee and the landlord refuses to refund your money, there are also further options that can be pursued through the First-tier Tribunal. The First-tier tribunal is a legal process and you should consider seeking further advice from your local Citizens Advice Bureau or a lawyer before starting the process.

If the issue is with a letting agency, you can apply to the relevant Redress Scheme. This is an impartial complaints resolution service which allows for complaints to be made against a letting agency, if the agency has not satisfactorily resolved a complaint through their internal procedures. Every letting agency must belong to a Government- Approved Redress Scheme and should have information about which of the 2 schemes they belong to in their offices and on their websites.

SU Advice can provide support and information about each of these options – please feel free to contact us if you would like to book an appointment with an adviser. Additionally, the Government have produced a really helpful guide for tenants which provides lots more information and is available [here](#).